

EXHIBIT A

SUBMISSION REQUIREMENTS

Proposers must confirm their agreement with the following submission requirements in Section 1 of the RFP: Certification of Submission Requirements.

1. Proposals must be signed by a representative of the organization who can commit the organization to the proposal submitted for the period of the contract.
2. Any respondent to this RFP must be willing to sign a contract for a period of four (4) years with the ability by the DCAC to extend the contract under the same conditions for two additional two (2) year periods.
3. Any respondent must currently provide bundled services to at least two (2) public sector employers, with a minimum in each plan of \$200 million.
4. Respondents must comply with all applicable laws and regulations including the Small Business Job Protection Act of 1996 and the Economic Growth and Tax Relief Reconciliation Act of 2001, and final §457 Deferred Compensation regulations.
5. Although ERISA is not applicable to public sector plans, the City of San Jose requires that the successful respondent(s) comply with the communication and education requirements of subdivision (c) of Section 1104 of Title 29 of the United States Code, commonly referred to as Section 404(c), as a means of assuring that the City of San Jose meets its fiduciary responsibilities and is in compliance with subdivision (b) of California Government Code Section 53213.5.
6. Respondents must be able to make all participant distributions, including termination distributions, installment payments and hardship withdrawals; prepare and distribute to participants all required Forms 1099-R or W-2; and prepare and file all reports as required under applicable City of San Jose requirements and State and Federal law.
7. Respondents must be able to maintain records of each participant's mix of investments and be able to update these records from hard copy requests as well as from requests made by participants via an interactive telephone system / e-mail.
8. Respondents must be able to provide quarterly statements to participants that provide detailed information on the participants' investment mix and all relevant activities including but not limited to: a) summary of all transactions, b) date of transactions, c) dollar amount of transactions, d) total shares from transactions, e) net asset value at the time of transactions, f) beginning and ending balances.
9. Respondents must be able to provide daily valuation of all investment products and daily transfer privileges for all participants with appropriate reconciliation.

10. Respondents must provide safety systems for maintenance of records including:
a) disaster recovery within twenty-four (24) hours, b) off-site storage for backup files, and c) on-line access for City of San Jose authorized staff.
11. Respondents must accept liability and be solely responsible for any processing errors of the provider or its agents. In the event of a participant's loss of interest, dividend or principal, due to an error by the successful respondent(s) or its agent(s) in processing transactions on behalf of the participant, the successful respondent(s) agree to put the participant in the same position as if the process error had not occurred.
12. Respondents must agree to provide access, with reasonable notice, to parties authorized by the City of San Jose for the purpose of performing any audit or reviews that are deemed necessary.
13. Respondents must provide an annual independent audit report by a nationally recognized certified public accounting firm.
14. Respondents must be able, on a prospective basis, to provide plan-to-plan transfers and lump sum distributions and other transfers/distributions as may be allowed now or by future legislation without financial cost or penalty to plan participants or to the City of San Jose.
15. Any and all fees, costs or expenses of any type whatsoever shall be disclosed in the contract, and to Plan participants on at least an annual basis.
16. No investment fund may be offered to Plan participants without the approval of the DCAC or outside the intent of the Plan's Investment Policy, and any fund shall be discontinued upon direction of the DCAC.
17. Investment funds offered to Plan participants shall have no restrictions on fund-to-fund transfers or on transfers to funds offered by another investment provider, except as agreed to by the DCAC.
18. The provider shall keep the DCAC and City of San Jose apprised in a timely manner of any changes and proposed changes in federal or state laws or regulations that may affect the Plan.
19. The City has identified an annual total of \$370,000 in administrative expense reimbursement that must be included in any proposal with the understanding that this amount will increase annually by the increase in the San Francisco Bay Area CPI. This amount must be remitted quarterly based on the most recent quarter's plan assets. In the event two providers are selected, the administrative reimbursement will be pro-rated between the providers based on the value of assets allocated to the providers.

20. Proposals submitted under Scenario 1 (i.e., City contracting with a single provider with all existing assets transitioning immediately at no cost or penalty to the City or participants) must satisfy all termination fees, deferred sales charges, market value adjustments or any encumbrance to funds so that neither the City nor the plan participants are negatively impacted by this transition.
21. Any contract between a respondent and the City of San Jose shall be subject to the approval of the DCAC, and the DCAC reserves the right to negotiate specific contract terms and conditions.